

RECORDATION NO. 10409-F FILED

FEB 03 '06 10-48 AM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

February 3, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale, dated as of January 27, 2006, a primary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Assignment, Amendment and Lease Renewal Agreement previously filed with the Board under Recordation Number 10409.

The name and address of the party to the enclosed document are:

Seller: U.S. Bank National Association
(not in its individual capacity, but solely as
Trustee)
225 Franklin Street
Boston, Massachusetts 02101

[Buyer: Mid-Am Equipment, Inc.
P.O. Box 40398
Mesa, Arizona 85274-0398]

A description of the railroad equipment covered by the enclosed document
is:

23 chlorine cars: DCLX 3000 – DCLX 3022.

A short summary of the document to appear in the index is:

Bill of Sale.

Also enclosed is a check in the amount of \$33.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Edward M. Luria".

Edward M. Luria

RWA/anm
Enclosures

FEB 03 '06

10:48 AM

BILL OF SALE

SURFACE TRANSPORTATION BOARD

KNOW ALL MEN BY THESE PRESENTS that:

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, but solely as TRUSTEE, ("Seller") in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and assign to MID-AM EQUIPMENT, INC. (the "Buyer") all of the Seller's right, title and interest in and to the equipment described in Schedule 1 attached hereto (hereinafter the "Equipment").

TO HAVE AND TO HOLD the Equipment unto Buyer, its successors and assigns, for its and their own use forever.

THE EQUIPMENT IS BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS." SELLER AND MELLON LEASING CORPORATION ("MELLON") DO NOT MAKE ANY WARRANTIES, GUARANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE EQUIPMENT INCLUDING, BUT NOT LIMITED TO, TITLE, ABSENCE OF LIENS AND ENCUMBRANCES, CONDITION, DESIGN OR MANUFACTURE OF THE EQUIPMENT, AND BUYER HEREBY WAIVES ALL REMEDIES, WARRANTIES OR LIABILITIES, EXPRESS OR IMPLIED ARISING BY LAW OR OTHERWISE AGAINST SELLER OR MELLON WITH RESPECT TO THE EQUIPMENT SOLD UNDER THIS BILL OF SALE, INCLUDING BUT NOT LIMITED TO (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, (2) ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (3) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT WITH RESPECT TO THE OPERATION OR CONDITION OF THE EQUIPMENT AND (4) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO THE EQUIPMENT, FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO THE EQUIPMENT, FOR ANY LIABILITY OF SUCH PERSON TO ANY THIRD PARTY, OR FOR ANY OTHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; PROVIDED, HOWEVER, THAT SELLER DOES HEREBY REPRESENT THAT IT IS TRANSFERRING SUCH RIGHT, TITLE AND INTEREST TO THE EQUIPMENT AS WAS RECEIVED BY IT, FREE AND CLEAR OF LESSOR LIENS ATTRIBUTABLE TO SELLER.

ANY PRIOR REPRESENTATIONS OR STATEMENTS, WHETHER ORAL OR WRITTEN, AS TO THE CONDITION OR FITNESS OF THE EQUIPMENT, THE CAPABILITY OR CAPACITY THEREOF, OR OTHERWISE RELATED THERETO, ARE MERGED HEREIN AND ANY SUCH REPRESENTATIONS OR STATEMENTS ARE HEREBY WITHDRAWN AND BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON THEM.

[Signature Page to Follow]

IN WITNESS WHEREOF, Seller has caused this instrument to be executed for the purpose hereinabove shown by its duly authorized officer as of the 27 day of January, 2006.

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity but solely as
Trustee

By: 

Title: VICE PRESIDENT

STATE OF MASSACHUSETTS)
COUNTY OF SUFFOLK) SS:

On this, the 18 day of January, 2006, before me personally appeared
W. DENNISON JR. to me personally known, who being by me duly
sworn, says that he is a VICE PRESIDENT

of U.S. Bank National Association, that the foregoing instrument was signed on
behalf of said corporation by authority of its Board of Directors, and he acknowledged that the
execution of the foregoing instrument was the free act and deed of said corporation.

In witness whereof, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:
(SEAL)

RACHEL M. SYLVIA
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES FEBRUARY 18, 2011

SCHEDULE 1 TO BILL OF SALE

Equipment

23 chlorine cars identified in the Lease, bearing the road numbers DCLX 3000-3022, inclusive.

Locations:

Car:

Location:

DCLX003000	East Camden, AR
DCLX003001	East Camden, AR
DCLX003002	Doyline, LA
DCLX003003	Doyline, LA
DCLX003004	Doyline, LA
DCLX003005	Doyline, LA
DCLX003006	East Camden, AR
DCLX003007	Doyline, LA
DCLX003008	Doyline, LA
DCLX003009	East Camden, AR
DCLX003010	East Camden, AR
DCLX003011	Doyline, LA
DCLX003012	Doyline, LA
DCLX003013	East Camden, AR
DCLX003014	East Camden, AR
DCLX003015	Doyline, LA
DCLX003016	East Camden, AR
DCLX003017	Doyline, LA
DCLX003018	East Camden, AR
DCLX003019	East Camden, AR
DCLX003020	Doyline, LA
DCLX003021	Doyline, LA
DCLX003022	East Camden, AR